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Wood, Fernando

Contract of Andrew J.
Hackley with the Mayor...

New York

1862

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Contract of Andrew J. Hackley with the Mayor &c., of the city of New York, for cleaning the streets, &c., for the term of five years, dated February 26, 1861. New York, Jones, 1862.
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1861
CONTRACT

OF

ANDREW J. HACKLEY

WITH

THE MAYOR, &c., OF THE CITY OF
NEW YORK,

FOR

CLEANING THE STREETS, &c.,

FOR THE

TERM OF FIVE YEARS.

Dated February 26, 1861.

NEW YORK:

EDMUND JONES & CO., PRINTERS TO THE CORPORATION,

No. 26 JOHN STREET.

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Mr. 17-1916. B.B.

CITY INSPECTOR'S DEPARTMENT, }
NEW YORK, Jan. 28th, 1862. }

IN pursuance of a resolution of the Common Council of the city of New York, adopted by both Boards on the 13th, and approved by the Mayor on the 15th day of December, 1860, the City Inspector, on the 18th day of the same month, advertised for proposals for "Cleaning the streets, avenues, lanes and alleys, and all gutters, wharves, piers and heads of slips, to be thoroughly swept and cleaned, and to remove immediately therefrom all dirt, manure, ashes, garbage and rubbish, for a term not exceeding five years."

The following is a copy of said resolution :

" *Resolved*, That the City Inspector be, and is hereby, directed to advertise, forthwith, the annexed proposals for cleaning the streets of the city of New York in accordance with the 4th section of the act passed April 17th, 1860, entitled 'An act to enable the Supervisors of the county of New York to raise money by tax for city purposes, and to regulate the expenditure thereof, and authorizing the Board of Supervisors of the county of New York to levy a tax for county purposes, and to regulate the expenditure thereof, and also to borrow money in anticipation of the collection

of said tax, and to issue County Revenue Bonds therefor,' and the said City Inspector is hereby further directed to return the bids, subsequent to the ten days' advertisement, to the Mayor and Common Council immediately, who 'are authorized to make or cause to be made any agreement or agreements, contract or contracts for cleaning the streets of the city of New York—and during a term of years not to exceed five.' The party or parties to whom such contract may be awarded shall give such surety as may be prescribed by the Mayor and Comptroller, and the proposals shall be for a period not exceeding five years.

PROPOSALS

FOR CLEANSING THE STREETS OF THE CITY OF NEW YORK.

SECTION 1. I, _____, hereby propose and agree to thoroughly clean all the paved streets, avenues, lanes, alleys, and all gutters, wharves, piers, and heads of slips, in the city of New York, as herein after provided.

§ 2. All said streets, avenues, lanes, alleys, and all gutters, wharves, piers, and heads of slips, shall be swept at least once in each week, and the sweepings shall be immediately removed.

§ 3. There shall be removed from the streets, in tight carts, all ashes, garbage, rubbish, and sweepings of every kind, which may be delivered to him, or that may be placed in vessels upon the sidewalks, or in the front area, or upon the upper area steps of any dwelling-house, store, or public building, every twenty-four hours, Sundays excepted.

§ 4. The drivers of all carts employed as ash-carts shall have a bell attached to their carts, or harness, that notice of their approach may be had; and shall receive all ashes, garbage, sweepings and rubbish which shall be delivered to them, or that may be placed upon the sidewalk in vessels, or in the area, or upon the upper cellar steps of every dwelling-house, store, or public building. The party employed under this ordinance to have, as their own, all ashes, garbage, rubbish and sweepings of every kind by them removed pursuant thereto.

§ 5. Broadway, from the Battery to Fourteenth street, shall be swept during the night, and before the hour of 7 A. M., once every twenty-four hours. Park Row and Chatham street, Bowery to Grand street, Fulton street, east from Broadway, Courtlandt street, Wall street, Maiden Lane, Whitehall street, Grand street, east from Broadway, shall be swept at least twice in each week. All streets below Chambers street shall be cleaned during the night, and before the hour of 7 A. M., between the first day of May and the first day of October; and during the night, and

before the hour of 9 A. M., between the first day of October and the first day of May, in each year.

When the performance of such work is impracticable, from the state of the weather, the City Inspector may, from time to time, in writing, designate a later hour for the work, or dispense with the same, temporarily; but he shall not grant such dispensation for a period longer than one week from the date thereof.

§ 6. There shall be removed from the city all dirt, manure, garbage, ashes, and rubbish of every kind, as fast as the same can be collected, and no deposit of any kind shall be made within the city, except such as may be suitable to fill up low ground or sunken lots, and that may be required for such purpose.

§ 7. The streets shall be kept conveniently passable for vehicles during the winter, and the cross-walks and all gutters intersecting the same shall be kept clear of snow and ice.

§ 8. The berths at present used for the loading of vessels required by the contractor for the purposes herein specified, shall be set apart for like objects, or berths equally advantageous shall be hereafter allowed to the contractor.

§ 9. The contractor to be authorized to use the Croton water from hydrants for sprinkling streets in advance of the sweepers employed thereon; but not more than one hydrant for each gang shall be opened

at a time, and this only so far as to enable the watering-pots to be filled.

§ 10. If the parties contracting shall fail to perform any duty required by these specifications, for the period of forty-eight hours after they shall be notified thereof, by notice in writing, left at their place of business, by the City Inspector, then the City Inspector shall notify the Comptroller, who shall communicate the same to the sureties thereof; and if the sureties fail in having the work performed within forty-eight hours thereafter, then the City Inspector shall proceed and have the work performed at the expense of the sureties.

§ 11. The Comptroller shall, semi-monthly, draw his warrant in favor of the contractor for a proportionate amount of the total sum of the contract, as awarded by the Mayor and Common Council.

Adopted by the Board of Councilmen, December 13, 1860.

Adopted by the Board of Aldermen, December 13, 1860.

Approved by the Mayor, December 15, 1860.

D. T. VALENTINE,

Clerk of Common Council."

On the 29th day of December, 1860, thirty-one bids were received for said contract, and were opened in the presence of ROBERT T. HAWS, Esq., Comptroller; and in compliance with said resolution, were transmitted to the Mayor and Common Council for their action. Subsequently the Common Council awarded the contract to ANDREW J. HACKLEY, Esq.; and, in pursuance of such award, on the 26th day of February, 1861, the following agreement was made between the Mayor, &c., of the city of New York, and the said ANDREW J. HACKLEY:

AGREEMENT,

Made this twenty-sixth day of February, in the year of our Lord eighteen hundred and sixty-one, between THE MAYOR, ALDERMEN AND COMMONALTY OF THE CITY OF NEW YORK, by DANIEL E. DELAVAN, *City Inspector*, party of the first part, and ANDREW J. HACKLEY, *Contractor*, of said city, party of the second part.

SECTION 1. Said party of the second part, for the consideration hereinafter mentioned, hereby

covenants and agrees, to and with said party of the first part, that he will well, faithfully, and thoroughly, clean all the streets, avenues, lanes, alleys, and all gutters, wharves, piers, and heads of slips, in the city of New York, as hereinafter provided; and will do and perform all the other work, labor, services, and other things required of the Contractor, and expressed in the sections hereinafter set forth, and numbered two to ten (§ 2 to § 10,) inclusive, as follows, viz.:

§ 2. All said streets, avenues, lanes, alleys, and all gutters, wharves, piers, and heads of slips, shall be swept at least once in each week, and the sweepings shall be immediately removed.

§ 3. There shall be removed from the streets, in tight carts, all ashes, garbage, rubbish, and sweepings of every kind, which may be delivered to him, or that may be placed in vessels, upon the sidewalks, or in the front area, or upon the upper area steps of any dwelling-house, store, or public building, every twenty-four hours, Sundays excepted.

§ 4. The drivers of all carts employed as ash-carts, or garbage carts, shall have a bell attached to their carts, or harness, which shall be kept ringing, that notice of their approach may be had;

and shall receive all ashes, garbage, sweepings, and rubbish which shall be delivered to them, or that may be placed upon the sidewalk, in vessels, or in the area, or upon the upper cellar steps of every dwelling-house, store, or public building. The party employed under this ordinance to have, as their own, all ashes, garbage, rubbish, and sweepings of every kind by them removed pursuant thereto.

§ 5. Broadway, from the Battery to Fourteenth street, shall be swept during the night, and before the hour of 7 A.M., once every twenty-four hours; Park Row and Chatham street, Bowery to Grand street, Fulton street east from Broadway, Courtlandt street, Wall street, Maiden Lane, Whitehall street, Grand street east from Broadway, shall be swept at least twice each week; all streets below Chambers street shall be cleaned during the night, and before the hour of 7 A.M., between the first day of May and the first day of October; and during the night, and before the hour of 9 A.M., between the first day of October and the first day of May, in each year.

When the performance of such work is impracticable from the state of the weather, the City Inspector may, from time to time, in writing,

designate a later hour for the work, or dispense with the same, temporarily; but he shall not grant such dispensation for a period longer than one week from the date thereof.

§ 6. There shall be removed from the city all dirt, manure, garbage, ashes, and rubbish of every kind, as fast as the same can be collected, and no deposit of any kind shall be made within the city, except such as may be suitable to fill up low ground or sunken lots, and that may be required for such purpose.

§ 7. The streets shall be kept conveniently passable for vehicles during the winter, and the cross-walks, and all gutters intersecting the same, shall be kept clear of snow and ice.

§ 8. The berths at present used for the loading of vessels required by the contractor for the purposes herein specified, shall be set apart for like objects, or berths equally advantageous shall be hereafter allowed to the contractor.

§ 9. The contractor to be authorized to use the Croton water from hydrants for sprinkling streets in advance of the sweepers employed thereon; but not more than one hydrant for each gang shall be

opened at a time, and this only so far as to enable the watering pots to be filled.

§ 10. If the parties contracting shall fail to perform any duty required by these specifications, for the period of forty-eight hours after they shall be notified thereof, by notice in writing, left at their place of business, by the City Inspector, then the City Inspector shall notify the Comptroller, who shall communicate the same to the sureties thereof, and if the sureties fail in having the work performed within forty-eight hours thereafter, then the City Inspector shall proceed and have the work performed at the expense of the sureties.

And said party of the second part further covenants and agrees, that he will well, truly and faithfully do, perform and observe all things required of and incumbent upon the contractor for carrying said sections into full and complete effect, and for the best interests of the city and its inhabitants.

And further, that in carrying this agreement into effect, said party of the second part will well and truly observe and conform to all the laws and ordinances applicable to said city, now in force, or which may hereafter be passed or adopted, and will not violate the same, or any of them.

And said contractor further covenants and agrees, that he will well and fully indemnify and save harmless, said party of the first part, of, from, and against all damages, costs, charges, and expenses which said party of the first part may sustain or be put to, for, or by reason of any misconduct or any negligence on the part of the contractor, his agents or servants, in carrying this agreement into effect; and all such damages, costs, charges, and expenses may be retained and deducted out of the compensation which said contractor would otherwise be entitled to receive.

And it is further mutually covenanted and agreed, that the payment of the last installment which shall become due to the contractor in any year, in pursuance of this agreement, shall be retained until the City Inspector shall have satisfactory evidence that all persons who have done work or furnished materials under the contract, and who may have given written notice to the City Inspector, at any time within ten days before the end of the year that any balance or amount for such work or materials is still due and unpaid, have been fully paid or secured such balance; and if any person so having done work or furnished materials, shall furnish satisfactory evidence to the City Inspector, that money is due to such person

by the contractor, under this agreement, said last installment, or such portion thereof as may be necessary, shall be retained until liability shall be discharged.

For the true and faithful performance of his agreement, said party of the first part hereby covenants and agrees to pay said party of the second part, the sum of two hundred and seventy-nine thousand dollars, each and every year, so long as said agreement shall remain in force, the same to be paid by the Comptroller of said city drawing his warrant semi-monthly, for a proportionate amount thereof, in favor of said contractor, subject, however, to the qualifications mentioned in this agreement.

This Agreement shall continue in force for the term of FIVE YEARS from the date hereof.

In witness whereof, the said party of the first part has caused this agreement to be signed by the said City Inspector, pursuant to resolutions of the Common Council of said city relative to the subject, approved by the Mayor, December 15th, 1860, and proceedings thereunder; and a certain other resolution of the said Common Council, approved by the Mayor, February 12th, 1861; and said party of the second part hath hereto signed his

name and affixed his seal, the day and year first above written.

DANIEL E. DELAVAN, [L. s.]

City Inspector.

ANDREW J. HACKLEY, [L. s.]

FERNANDO WOOD, *Mayor.*

Scaled and delivered }
in the presence of }

R. C. DOWNING.

[SEAL.]

By the Common Council,

D. T. VALENTINE,

Clerk Common Council.

By the Board of Councilmen,

C. T. MCCLENACHAN,

Clerk Board of Councilmen.

Know all men by these presents, That we, THOMAS HOPE and ANTHONY S. HOPE, of the city of New York, are held and firmly bound unto THE MAYOR, ALDERMEN, and COMMONALTY OF THE CITY OF NEW YORK, in the sum of One Hundred Thousand Dollars, lawful money of the United States, to be paid to the said Mayor, Aldermen and Commonalty, their successors or assigns, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly, by these presents.

Sealed with our seals.

Dated, this twenty-sixth day of February, eighteen hundred and sixty-one.

The condition of the above obligation is such, that if ANDREW J. HACKLEY, of said city, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions, and agreements in the annexed instrument or agreement for cleaning the streets, avenues, lanes, alleys, gutters, wharves, piers, and heads of slips in

the city of New York, by him to be performed and kept as therein expressed, at the time and times, and in the manner and form therein specified, then the above obligation shall be void, otherwise to remain in full force and virtue.

THOMAS HOPE, [L. s.]

ANTHONY S. HOPE, [L. s.]

Sealed and delivered }
in the presence of }

R. C. DOWNING

The undersigned, pursuant to Section 4, Chapter 509, Laws of 1860, prescribe the amount of surety to be given by the contractor for cleaning the streets under said act, at the sum of ONE HUNDRED THOUSAND DOLLARS; and we further hereby certify, that THOMAS HOPE and ANTHONY S. HOPE, the sureties offered by ANDREW J. HACKLEY, the party whose bid for cleaning the streets

of the city was confirmed by the Common Council February 11, 1861, are adequate and sufficient.

Dated February 16, 1861.

FERNANDO WOOD,
Mayor.

ROBERT T. HAWS,
Comptroller.

CITY INSPECTOR'S DEPARTMENT, }
NEW YORK, Feb. 28th, 1861. }

We, the undersigned, First and Second Clerks in the City Inspector's Office, do hereby certify, that we have compared the within copy contract with the original thereof, on file in the office of the Comptroller of the city of New York, and that the same is a true copy thereof.

WM. R. W. CHAMBERS,
First Clerk.

ALFRED S. DUSENBERRY,
Second Clerk.



MSH 20371

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TITLE**